

twenty percent (20%) interest, in the business of selling pigs or other swine genetics for breeding stock purposes with respect to Restricted Genetics in the United States and will use the Restricted Genetics only in accordance with the terms of this Agreement including, without limitation, the territorial limitations set forth below in Section 15. PIC may have the right to enforce this provision.

B. In the event Member violates the covenant not to compete contained herein, Triumph may immediately cease providing Member with any genetics hereunder. In the event Member breaches the covenants not-to-compete herein, then: (i) Triumph shall have the right to cause Member to send all pigs containing Restricted Genetics promptly to slaughter and to destroy all semen, embryos and other genetic material that contain Restricted Genetics; (ii) Triumph shall be obligated to restrict any access by Member to any Triumph Genetics that contain Restricted Genetics (regardless of whether such Restricted Genetics may be at, above or below the commercial parent level); (iii) Triumph shall have the right but not the obligation to prosecute Member; and (iv) PIC shall have the right to prosecute Member under the provisions of the PIC Genetic Agreement. Member and Triumph hereby acknowledge that the covenant not-to-compete is the result of arms-length negotiations between them. The parties agree that the restrictions contained in this covenant not-to-compete are fair and reasonable in light of the nature of the business engaged in by the parties and the circumstances of the relationship created between them under this Agreement.

15. **Limitations on Use.** Member agrees that it will use genetics that contain Triumph Genetics or PIC Genetics only within the United States of America and only for purposes of raising market hogs that are sold exclusively for slaughter by Farmland.

16. **ENTIRE AGREEMENT.** THIS GENETIC SUPPLY AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE PARTIES REGARDING THE MATTERS COVERED HEREIN, AND SUPERSEDES ALL OTHER AGREEMENTS, REPRESENTATIONS, OR NEGOTIATIONS BETWEEN OR BY THE PARTIES HERETO, WHETHER ORAL OR WRITTEN, REGARDING SUCH MATTERS. THIS AGREEMENT MAY NOT BE AMENDED EXCEPT BY A WRITTEN DOCUMENT SIGNED BY BOTH PARTIES. MEMBER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT, AND THAT MEMBER'S ENTERING INTO THIS AGREEMENT IS VOLUNTARY AND NOT DONE IN RELIANCE OF ANY REPRESENTATION BY TRIUMPH. MEMBER ALSO ACKNOWLEDGES THE REQUIREMENT TO EXECUTE AN AMERICA'S BEST PORK PARTICIPATION AGREEMENT AND RELATED DOCUMENTS PERTAINING TO MEMBER'S RELATIONSHIP WITH TRIUMPH AND FARMLAND INDUSTRIES, INC.

17. **Applicable Law.** This Agreement will be interpreted under the laws of the State of Missouri. The parties consent that any dispute hereunder will be tried in the Missouri Circuit Court, that they will consent to the Missouri Circuit Court's jurisdiction over them.

18. **Force Majeure; Discontinuance.** Either party to this Agreement shall be relieved of its responsibilities and obligations hereunder when performance becomes commercially impossible because of reasons beyond their reasonable control including, but not limited to, fire, explosion, strike, accident, disease, governmental regulation or intervention or acts of God.

19. **Alternate Dispute Resolution.** In the event of any controversy arising out of or relating to this Agreement, or any breach thereof (excluding collection matters, which Triumph may pursue in court), the parties agree to submit the dispute for resolution by Mini-Trial, unless both parties agree that such procedure is inappropriate for the matter in controversy. Such Mini-Trial shall be conducted in accordance with the Center for Public Resources (CPR) Mini-Trial for Business Disputes and may be initiated by either party by a